

Customer No. 24498
Attorney Docket No. PF030041
Office Action Date: 06/25/2008

REMARKS

This application has been reviewed in light of the Office Action dated June 25, 2008. Claims 1 and 3-10 are pending in the application. Claim 2 has been cancelled without prejudice and its subject matter has been added to claims 1 and 9. Claims 1, 3-6, and 9 have been amended to provide clarification. No new matter is believed to be added.

The specification stands objected to because the abstract of the disclosure contains legal phraseology. Applicants provide a new abstract, and it is believed that this new abstract resolves the Examiner's objection.

Claims 9 and 10 stand objected for lack of clarity in the phrase "means of selective transmission." Applicants have amended claims 9 and 10 to read "means for selective transmission." It is believed that this amendment resolves the Examiner's objections.

Claims 1-8 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter of the invention.

Regarding claim 1, the Examiner asserts that the claim is indefinite due to the phrases, "on the one hand," "on the other hand," "the first bus," and "the network affording the said transparent bridge." In response, Applicants amend claim 1, deleting the "on the one hand/on the other hand" phrasing, distinguishing the *first* bus from the one or more other busses, and removing the words "the network affording the." Applicants further amend Claim 1 by specifying that the method is executed on a bridge head, and also specify throughout the claims that the bridge is

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a *transparent* bridge. It is believed that these amendments overcome the Examiner's rejection of claim 1.

Regarding claim 4, the Examiner asserts that the claim is indefinite because it is not clear what the Applicants refer to by "a given method." In response, the Applicants amend claim 4 to remove the word "given." It is believed that this amendment overcomes the Examiner's rejection of claim 4.

Regarding claim 5, the Examiner asserts that the claim is indefinite because it is not clear what is meant by the phrase "bus connected" and because it is not clear what the Applicants mean by the word "intermediate." In response, the Applicants amend claim 5 to read "said first bus" instead of "the bus connected." Applicants also amend the claim to remove the words "termed intermediate," and to change "the said intelligent method" to "an intelligent method." It is believed that these amendments overcome the Examiner's rejection of claim 5.

Regarding claim 6, the Examiner asserts that the claim lacks an antecedent basis for an entire bus generating a reset. In response, the Applicants amend claim 6 to remove the word "entire." It is believed that this amendment overcomes the Examiner's rejection of claim 6.

Claims 1 and 8-10 stand rejected under 35 U.S.C. § 102(b) as being anticipated by International Publication No. WO 02/33902 to Straub (hereinafter "Straub").

Claim 1 as amended recites, *inter alia*, "during a series of reset messages, said bridge head selects the reset messages that it transmits to said one or more other buses interconnected on said transparent bridge; and wherein only reset

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messages caused by an alternation in the direction of change of the number of nodes on said first bus are transmitted." Claim 9 recites analogous language. The Examiner concedes that "Staub does not disclose the cause of a reset." As a result, it is respectfully submitted that Staub does not disclose or suggest selecting for transmission reset messages caused by an alternation in the direction of change of the number of nodes on a bus.

It is therefore believed that claims 1 and 9 are in condition for allowance. Because claims 8 and 10 depend from claims 1 and 9 respectively, it is believed that they are also in condition for allowance.

Claims 4 and 6 stand rejected under 35 U.S.C 103(a) as being unpatentable over Straub in view of U.S. Patent No. 6,466,549 to Hattig (hereinafter "Hattig").

Because claims 4 and 6 depend from claim 1, they include all of the limitations of claim 1. As noted above, the Examiner concedes that Straub does not disclose or suggest, "wherein only reset messages caused by an alternation in the direction of change of the number of nodes on said first bus are transmitted." The Examiner asserts, however, that Hattig does disclose this element by noting that Hattig discusses bus resets which occur when a device is added or removed. However, this simply cannot fulfill the quoted claim limitation.

Hattig states that bus resets occur when devices are turned on or off, added to or removed from the network, or for any of a number of other reasons. Hattig does not, however, keep track of the **direction of change** of the number of nodes at all (i.e., noting repeated increases or decreases). The result is that Hattig will transmit reset messages even when nodes are repeatedly added or repeatedly

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removed. The present claims clearly state that only reset messages caused by an **alteration in the direction of change** of the number of nodes will be transmitted — for instance, when a node is removed immediately after one has been added. This feature allows for a significant reduction in the number of reset messages sent across a bridge.

Hattig says nothing regarding the direction of changes to generate a reset message, and as a result, it is respectfully asserted that Straub and/or Hattig, taken alone or in combination, do not disclose or suggest transmitting only reset messages caused by an alternation in the direction of change of the number of nodes on a bus.

Because claims 3–7 depend from claim 1 and therefore include the above-quoted claim language, it is believed that claims 3–7 are also in condition for allowance.

In view of the foregoing, Applicant respectfully requests that the rejections of the claims set forth in the Office Action of June 25, 2008 be withdrawn, that pending claims 1 and 3–10 be allowed, and that the case proceed to early issuance of Letters Patent in due course.

The Examiner asserts that a fee for the Information Disclosure Statement filed October 17, 2005 was not paid. However, this is the same date as the filing date of the application. 37 CFR 1.97(b) states that:

(b) An information disclosure statement shall be considered by the Office if filed by the applicant within any one of the following time periods:

(1) Within three months of the filing date of a national application other than a continued prosecution application under § 1.53(d);

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- (2) Within three months of the date of entry of the national stage as set forth in § 1.491 in an international application;
- (3) Before the mailing of a first Office action on the merits; or
- (4) Before the mailing of a first Office action after the filing of a request for continued examination under § 1.114.

Because the Information Disclosure Statement was filed within three months of the filing date of the application, *and* because it was filed before the mailing of the first Office Action on the merits, no fee is due for the Statement.

It is believed that no additional fees or charges are currently due. However, in the event that any additional fees or charges are required at this time in connection with the application, they may be charged to Applicant's representatives Deposit Account No. 07-0832.

Respectfully submitted,

Dated: 12/18/08

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